CONTRACT AGREEMENT

Between The

SCHOOL DISTRICT OF JERSEY CITY

OF THE CITY OF JERSEY CITY

AND

ADMINISTRATORS AND SUPERVISORS ASSOCIATION OF THE JERSEY CITY SCHOOL SYSTEM

> Covering the period of September 1, 2013 through August 31, 2016

PREAMBLE

THIS AGREEMENT is made and entered into this 19th day of May, 2014 by and between the SCHOOL DISTRICT OF JERSEY CITY hereafter referred to as the "DISTRICT") and the ADMINISTRATORS AND SUPERVISORS ASSOCIATION OF THE JERSEY CITY SCHOOL SYSTEM (hereinafter referred to as the "ASSOCIATION or the "A.S.A.J.C.").

ARTICLE I RECOGNITION

A. The District hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel in the bargaining unit as follows:

Directors
Supervisors
Principals
Vice/Assistant Principals

B. All other individuals employed by the Board not specifically enumerated are excluded from the bargaining unit.

ARTICLE 2 SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the requirement of Chapter 123, Public Laws of 1974.

ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. All responsibilities, duties, prerogatives, and privileges theretofore exercised and enjoyed by administrators and not specifically restricted from them or assigned to other parties are understood to be continued as tradition has dictated unless otherwise precluded as a matter of law.
- B. If the increment of an administrator is withheld, the administrator shall have the right to request a review after two (2) years of performance for the prospective restoration of the increment. The request shall be in writing and must be received by the Superintendent by July 15th of the second year. A response shall be provided by the District by the following September 1st. The Superintendent or his/her designee shall review the two (2) year performance of the administrator. If the administrator's performance has been fully improved to a level of acceptable or better in all areas, the increment may be restored prospectively at the sole discretion of the Superintendent or designee. The Superintendent or designee shall retain the discretion to restore the increment sooner. A denial shall not be subject to the grievance procedure.
- C. Whenever any administrator is required to appear before the Superintendent or School District, concerning any matter which could adversely affect the continuation of

that Administrator in office, position or employment or the salary or any increments pertaining thereto, then the administrator shall be given prior notice of the reasons for such meeting or interview. Upon request by the administrator, the administrator shall be permitted to have a representative of the Association present to advise and represent the administrator during such meeting or interview.

- D. The Association shall have the right to distribute through the use of Association members' office mailboxes, materials dealing with proper and legitimate business of the Association. The Association shall have the right to distribute through electronic means, notice of Association meetings, notice of Association elections, notice of Association election results, and notices from professional/educational organizations such as the New Jersey Principal and Supervisors Association. This right excludes Association newsletters, letters of opinion, material relating to any school board election, and any matters containing similar subjective material. This right is subject to revocation by the Superintendent at any time upon the Superintendent determining, in his or her sole discretion, that the Association has violated the aforementioned terms or abused its right to distribute such material through electronic means.
- E. On days when the president of the A.S.A.J.C. or his or her designee comes to Central Office for Association business, a parking space shall be reserved for the president.
- F. The president or his or her designee shall carry out appropriate business, provided it does not interfere or disrupt the educational process. The designee shall notify the Superintendent or his/her designee as to where and when the designee is carrying out such Association business during school hours.
- G. The Association shall be granted permission to use school buildings, at reasonable hours, for meetings provided the building is open during such time. The usual procedure to obtain permission, in accordance with the rules and policies of the School District, shall be followed.

ARTICLE 4 DEDUCTION FROM SALARY

A. The School District agrees to deduct from the salaries of its employees dues for any or for all of the following: Jersey City Administrators and Supervisors Association, New Jersey Principal and Supervisors Association, National Association of Elementary School Principals, National Association of Secondary School Principals. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules established by the State Department of Education. Said monies, together with any records of any corrections, shall be transmitted promptly to the Treasurer of the A.S.A.J.C. following the monthly pay period in which deductions were made.

B. An Administrator agreeing to the aforesaid deductions from his or her salary shall provide the District with a written authorization that shall include the following language:

EMBERSHIP DUES

Continuing Dues Deduction Authorization: I hereby request and authorize the Disbursing Officer of the above School District to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such persons as may from time to time be designated by the local Association. This authorization may only be terminated by prior written notice from me effective January 1st or July 1st of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due of the current school year. I waive all rights and claims for monies so deducted and transmitted and relieve the School District and its officers from any liability thereof.

- C. The A.S.A.J.C. shall certify to the School District, in writing, the current amount of the membership dues for the Association referred to in A above.
- D. Deductions referred to in this section shall be made on the 1st and 16th day of each month, subject to reasonable modification by the District in the event the 1st or 16th falls on a weekend or a non-school day. The School District shall not be required to honor, for any deduction, authorizations that are delivered to it later than one (1) week prior to the distribution of payroll from which the deductions are to be made.
- E. No later than September 30th of each school year, the School District shall provide the Administrators and Supervisors Association of Jersey City with a list of those employees who have voluntarily authorized the School District to deduct dues. An administrator may withdraw authorization for deductions previously authorized by filing with the District's disbursing officer a notice of withdrawal. The notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.
- F. In the event the Association determines to establish an agency shop or representation fee system, the parties shall meet and negotiate the procedures for the Board to deduct from the salaries of the administrators who have not become members of the Association the aforesaid representation fee. The Association agrees to comply with the requirements of N.J.S.A. 34:13A-5.6 to -5.9 and regulations of the Public Employment Relations Commission with regard to such agency shop fee system and to

indemnify and hold the Board harmless against any liability, including legal costs, that may arise by reason of any action taken by the Board in complying with the provisions of this Article and agreed-upon procedures.

G. The Association agrees to indemnify and hold harmless the Employer for any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE 5 DISTRICT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights, subject, however, to the provisions of this Agreement and the policies as formally established and promulgated by the District.

- 1. To maintain executive management and administrative control of the school system and its properties and facilities, and the activities of its administrators in the performance of their employment;
- 2. To hire, direct, promote, transfer, assign, and retain administrators in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to relieve administrators from duties for legitimate reasons pursuant to state statutes and the administrative code;
- 3. To maintain the efficiency of the school district operations entrusted to the District, and to determine the methods, means and personnel by which such operations are to be conducted.
- 4. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as may be deemed necessary or advisable by the District;
- 5. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, provided, however, that the District will be guided by the recommendations of the professional staff as provided for in existing District policies;

- 6. To determine class schedules, the hours of student instruction, and the duties, responsibilities and assignments of administrators with respect thereof, and non-teaching activities;
- 7. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 8. Nothing contained herein shall be construed to deny and restrict the District of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, District, or local laws or regulations as they pertain to education.

ARTICLE 6 GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance may be construed to exist when an administrator believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare in violation of the terms of this Agreement.
- 2. In the wording of this statement of procedures, the term "administrator" shall be taken to include all administrative personnel listed in the recognition clause.

B. Purpose

Any administrator shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal. He/she shall have the right to present his/her own appeal or to designate another person or persons to appear with him/her or for him/her at any step in his/her appeal.

C Procedures

- 1. STEP I: Any administrator who has a grievance shall first advise his/her immediate superior in writing of its existence within twenty (20) work days after its occurrence. The writing shall indicate that STEP I of the grievance procedure has been initiated. The superior shall meet with the administrator within five (5) work days in an attempt to resolve the grievance at this level. Within five (5) work days after the discussion, the superior shall orally make known his/her decision to the administrator.
- 2. STEP II: If the grievance is not resolved to the satisfaction of the administrator at the level of Step I, the administrator may appeal no later than seven (7) calendar days after the decision at Step I to the Human Resources Department in a written statement setting forth details and grounds on which the grievance is based and attaching all pertinent documents. This statement shall include the remedy being sought.

At the Human Resources Department's discretion, there shall be a conference with the parties. The conference shall be held within ten (10) work days of receipt at Step II of

the grievance. The Human Resources Department shall render a written decision within twenty (20) work days of the receipt of the grievance or of the conference whichever is later.

- 3. A grievance which remains unresolved to the satisfaction of the Association after a decision has been rendered by the District may be submitted to arbitration within ten (10) calendar days following receipt of the District's decision. The arbitrator shall be chosen from a list of ten names provided by the Public Employment Relations Commission. Arbitration shall begin as quickly as is possible, dependent upon the availability of an arbitrator. The decision of the arbitrator shall be binding on all parties. Copies of the arbitrator's decision shall be sent to: (1) the aggrieved or his/her representative, (2) the District, and (3) the Superintendent. The cost of arbitration shall be paid by the unsuccessful party.
- 4. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory law of New Jersey and to pertinent decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission and the Courts.
- 5. Failure to proceed to the next step within the prescribed time limits shall be deemed to be an acceptance of the decision rendered at that step.

D. Miscellaneous

- 1. In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.
- 2. Any of the time limits specified herein may be extended by mutual agreement.
- 3. In the event a grievance is brought up for consideration at the end of a work year and if the superior is not available after the end of the work year for procedures outlined in Step I, the administrator may proceed directly to Step II.
- 4. The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures and contractual agreement which relate to or affect the administrator. They are not to be used for changing existing rules, policies, procedures and contractual agreement or for establishing new ones.
- 5. This grievance procedure shall in no way impair, diminish, or preclude any rights of the parties as set forth in Title 18A, N.J. Statutes, or any other law.

ARTICLE 7
TRANSFERS

- A. It is recognized by the District and the Association that the transfer of administrative personnel is occasionally necessary and desirable for the efficient functioning of the educational program and the School District.
- B. Transfer of administrative personnel shall be considered either voluntary or involuntary and the procedures outlined shall be followed:

1. Voluntary:

- a. The Department of Human Resources shall post notices of vacant administrative positions within the bargaining unit when they become known.
- b. Any administrator requesting a transfer shall file a written request with the Department of Human Resources stating reasons for his/her request. This provision applies to a lateral transfer only without change in administrative titles or job description.
- c. Administrators shall be notified, in writing, by the Human Resources Office when a request for a transfer is not granted.

2. Involuntary:

- a. The involuntary transfer of an administrator shall be preceded by a meeting of the administrator involved and his/her immediate supervisor. Notice of the intention of the immediate superior to request the transfer shall be presented to the administrator ten (10) days before the effective date of the transfer. At this meeting, the administrator shall be notified of the reasons for the transfer. The reason for the transfer shall be set forth, in writing, and presented to the administrator involved and to the Human Resources Office.
- b. To the extent possible, any administrator involved in an involuntary transfer is free to use the provisions of the Grievance Procedures if he/she is dissatisfied with the reasons given.

ARTICLE 8 PROMOTIONS

- A. The administrative and supervisory positions covered by this Agreement shall be filled pursuant to this Article.
- B. 1. Vacancies to be filled shall be adequately publicized through the use of the District's intranet system.
- 2. All notices of such vacancies shall clearly set forth qualifications for and the duties of the position.
- 3. Vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, physical handicap or marital status.

4. Any employee working in a position which calls for a higher rate of pay than the affected employee's title, shall receive such higher rate of pay during his/her tour of duty in the higher paying position provided he/she works in such higher paying position for at least thirty (30) consecutive working days, excluding weekends or holidays, and in that event he/she shall receive the higher rate of pay retroactively to the first day.

5. Assignment to programs outside of the normal school hours (evening programs, after school programs, weekend programs, etc.) shall be open to all appropriately certified personnel. Selection shall be based on proven ability in related areas.

ARTICLE 9 ADMINISTRATIVE POSITIONS AND STRUCTURE

- A. The Association shares, along with the Superintendent, significant responsibility for the mutual professional improvement of the Jersey City Schools. Therefore, in order to insure and maintain satisfactory channels of communication between the Association and the Superintendent as a necessary requisite to fulfilling the above responsibility and inasmuch as decisions affecting the creation, change or abolishment of administrative positions and structure may relate to the provisions of this contract, it shall be the responsibility of the Superintendent to make appropriate decisions. The Superintendent shall make decisions concerning the creation, change, or abolishment of any administrative position, as defined by the criteria for inclusion in the bargaining unit including those administrative positions designated, as "acting." The Superintendent shall notify the Association President of any such decisions prior to public announcement of same. The Association President shall keep such information confidential until publicly announced by the Superintendent.
- B. It shall be the responsibility of the Superintendent to implement a new administrative structure at either the District or building level. The Superintendent shall notify the Association President before implementing such a structure. The Association President shall keep such information confidential until publicly announced by the Superintendent.

C. The parties agree each building Principal shall be responsible for the administration, assignment and direction of custodial and security employees for the safety, upkeep and cleanliness of the building.

ARTICLE 10 MEETING WITH THE SUPERINTENDENT

Meetings between the Superintendent and/or his/her representative and the President and/or his/her representative of the Association shall be held at the request of either party upon reasonable notice to discuss areas of concern.

ARTICLE 11 ADMINISTRATORS/SUPERVISORS FILES

- A. An Administrator may inspect his or her own personnel files within three (3) business days after presenting the Human Resources Department with a written request to inspect such files. The Human Resources Department shall have a right to have a member of its staff present during such inspection which shall be scheduled at a mutually convenient time.
- B. An Administrator shall have the right to add written documents to his or her personnel file in response to any written document contained in such after review by Human Resources.
- C. In the event material of a critical or derogatory nature is to be placed on file, the Administrator involved shall be notified and given the opportunity to review such material. The Administrator's written comments, if any, relative to such material shall be made part of the Administrator's file. The Administrator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- D. Evaluation forms shall be maintained in the Administrator's personnel file.

ARTICLE 12 COACHING POSITIONS

The principal or his/her designee shall sit on the interview committees of all open coaching and athletic positions within his/her own school consistent with the District's policy for filling vacancies.

ARTICLE 13 REPRESENTATION ON COMMITTEES

- A. Administrators shall be represented by membership on district committees dealing with educational matters, such as curriculum revision, authorized textbook list, etc., and significant matters affecting the schools, staff morale, working conditions and other issues pertinent to the implementation of this contract.
- B. The President of the Association shall have the right to appoint such representatives.

ARTICLE 14 MEETINGS OF ADMINISTRATORS AND SUPERVISORY STAFF

- A. Administrators shall be required to attend meetings as reasonably necessary but no more than once a week. Such meetings should not exceed normal working hours.
- B. The Superintendent and/or the Deputy Superintendent shall have the right to call meetings in addition to those listed above on an emergency basis with no requirement for extra compensation for those required to attend.

ARTICLE 15 DUTY ASSIGNMENTS

- A. The District shall strive towards equalization of duty assignment of all administrative and supervisory personnel.
- B. Regularly appointed administrators who are not under tenure shall be notified of their employment status for the ensuing school year in the time established by law.

ARTICLE 16 MESSENGER SERVICE

The school District shall maintain an intra-system messenger service which will provide a routine pickup and delivery service to each school.

ARTICLE 17

TRAVEL REIMBURSEMENT

- A. All Directors and Supervisors who engage in intra-district travel as part of their official District job duties shall in accordance with N.J.A.C. 6A:23A-7.1.
- B. Travel reimbursement shall be paid only upon compliance with the District's procedures and approval requirements. Requests for travel after the completion of the travel event will not be approved or ratified.

ARTICLE 18 SICK DAYS

Employees shall be credited with thirteen (13) days of accumulated sick leave annually. Three (3) non-statutory sick leave days may be used as family illness leave.

ARTICLE 19 ACCUMULATED SICK LEAVE INCENTIVE PLAN

Any administrator and/or supervisor, upon resignation after ten (10) years of regularly appointed service or upon retirement, shall be paid for each unused day, accumulated in his/her personal illness leave bank after July 1, 1956, pursuant to the following schedule:

Days 1-100 in bank	\$100/day
Days 101-200 in bank	\$150/day
Days 200+ in bank	\$200/day

In the event of death before retirement, the administrator's estate shall receive the lump sum payment as described above.

ARTICLE 20 PERSONAL BUSINESS DAYS

Upon three (3) days prior notification, three (3) personal business days may be taken per year without loss of pay. Unused personal business days shall be transferred to the employee's sick leave bank.

Personal emergency – three (3) day notification waived.

Personal business days may not be taken on:

a. First or last week of school year.

b. The day before or after a school holiday.

c. The day prior to or immediately following a vacation period within the school year.

d. Exceptions to the above may be made for valid, cogent reasons.

ARTICLE 21 INCENTIVES

Sick Leave Incentive: Principals, Assistant Principals, and Vice Principals in the school for at least 75% of the school year and on active or paid leave status at the same school on the last day of the school year shall be eligible for this incentive.

This incentive is earned by having no absences during the entire work year.

Method of Calculation: Record of no absences during the entire work year. * The only excused absence are death in immediate family, jury duty, and approved professional day.

Incentive: \$1,000.00 - The bonus will be split in two parts, \$500.00 for the first period from the beginning of the work year through July 31st, and \$500.00 for the period from February 1st through the end of the year.

ARTICLE 22 SICK LEAVE

- A. The procedure to be followed for illness requiring a leave of absence is as follows:
 - 1. Employees who are absent six (6) consecutive school days must submit a leave form. Leave forms will be distributed to all employees at the beginning of the school year, will be readily available in the administrative office of the school, and will be accessible on the District website. The leave form must be completed and signed by a physician and the employee and sent to the Office of Human Resources by Certified Mail/Return Receipt Requested or via email. The leave form must be received by the District within six (6) working days of the sixth consecutive day of absence.
 - 2. If completed personal illness leave of absence form is not received within the twelve (12) working days period, then the Department of Human

Resources should send a certified letter indicating failure to comply.

- 3. If no response to the letter is received within five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.
- B. Permissive Sick Leave: If an employee is already on or eligible for an approved medical leave and exhausts all personal illness days, the employee may apply in writing to the Human Resources Department for permissive sick leave. Human Resources and the Superintendent will review the request. Said leave will only be granted with the approval of the Board of Education.

The time allotted for permissive sick leave is equal to one day for each year that the employee has completed with the District. It can be used once in a school year and twice in a career.

If an employee has not used his/her entire permissive leave in a school year, he/ she may request the Superintendent, in writing, to apply the unused days within that school year (to June 30th), to new illness leave (five (5) days or more) if such is necessary, prior to expiration of that current school year. Said leave will only be granted upon the recommendation of the Superintendent and approval of the Board of Education.

C. Extended Leaves of Absence: The Board of Education, in its sole discretion, may approve additional absences beyond those granted in Article A. These extended leaves may only be granted in cases of long and extended illnesses, which is serious in nature. The decision of the Board may not be subject to arbitration.

Eligibility

Employees with 1 to 10 years -40 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

Employees with 10 or more years -80 days in any school year and forfeiture of one-half (1/2) substitute's per diem pay for each day of absence.

- D. Requests for permissive leave and extended leaves must be submitted to the Department of Human Resources prior to the expiration of the employee's sick bank.
- E. To be eligible for benefits while on an extended leave of absence, an employee must meet the requirements of sections A and B.
- F. Salary payment shall be discontinued in case of absence in any one (1) school year, which exceeds that enumerated in the preceding paragraphs.

ARTICLE 23 OTHER ABSENCES

- A. ABSENCE FOR DEATH IN FAMILY: In case of death of a parent, mother-inlaw, father-in-law, brother, sister, husband, wife, child, step-child, domestic partner or relative who is a member of the immediate household of an administrator, the administrator shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.
- B. ABSENCE FOR DEATH OF RELATIVE: In the case of the death of a relative not included in the above section, an administrator shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of a relative in this section shall include the following: grandfather, grandmother, uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity (first cousin only and not cousin's wife or husband), brother-in-law (direct), sister-in-law (direct), son-in-law, daughter-in-law, grandchild, stepfather and

stepmother.

In the event of the death of an active faculty member, an administrator shall be excused for a portion of the day to allow the administrator to attend services.

- ABSENCE BY REASON OF COURT ORDER: An administrator absent in compliance with a court order, subpoena or summons shall not suffer deductions in pay for such absence provided the court order, subpoena or summons arises out of the course of the administrator's employment with the District and further is not the result of any action by the District against the administrator, nor the result of any lawsuit brought by the administrator against the District. Provided further that an administrator shall not suffer a deduction in pay by reason of court order, subpoena or summons in the case of an administrator appearing as a witness to a felony in a criminal proceeding provided the administrator is not a defendant. Provided further the administrator shall not suffer a deduction in pay by reason of a court order, subpoena or summons in the case of an administrator appearing as a witness in a civil proceeding in which the administrator is neither a plaintiff nor defendant nor has any relationship, business, social, membership or family relationship with any party; provided also that the administrator has no interest, direct, or indirect, in the outcome of the litigation. Provided further that said administrator is served with a summons, court order, or subpoena and evidence of such service is supplied to his/her immediate supervisor and the absence is approved by the Superintendent of Schools. To the extent possible, the Administrator will notify his/her immediate supervisor at least one (1) week prior to appearance.
- D. REPORT OF ABSENCE: An administrator who is absent from duty because of personal illness, death in the family, death of a relative or compliance with the requirements of a court order shall notify his/her immediate supervisor as early as possible, and such notification shall be given in advance. An administrator who is absent from duty for any other reason shall first secure permission from the Superintendent through the immediate supervisor.
- 1. The administrator shall, in reporting absence for personal illness, communicate to the immediate supervisor the probable duration of the illness.
- 2. Administrators absent for any period of five (5) days or less must on return, complete, sign and file with the immediate supervisor, on forms to be provided by the School District, a personal certificate as to the necessity of the absence.
- E. NOTIFICATION OF RETURN AFTER ABSENCE: An administrator who has been absent for two (2) days or more shall, before the end of the work day prior to his/her return, notify the immediate supervisor of his/her expected return.

ARTICLE 24 CONSULTATION WITH ASSOCIATION

- A. The Association will be consulted in the development of all major or significant administrative policies and procedures.
- B. Upon request by the Association, a committee consisting of representatives of the Association and the Superintendent's office will be established to review staff patterns

ARTICLE 25 WORK YEAR

- A. The work year of the title of Director shall be a twelve month position. Directors with more than 15 years service in the District shall receive 25 vacation days per year; those with less than 15 years shall receive 22 vacation days. Such employees shall work one-half of the holiday periods granted school building employees.
- B. The work year of all other positions represented by the Association shall be two hundred nine (209) days. Five (5) of these days shall be flexible. The flexible days shall be scheduled upon mutual agreement between the administrator and the immediate supervisor with approval by the Superintendent on or before April 1 of each year. The Superintendent, in his/her sole discretion, may allow an increase in the number of flexible days permitted for an administrator in a given work year.
- C. Any days worked in excess of the administrator's regular work year shall be compensated on the basis of the daily rate of his/her yearly salary. This shall not apply, however, to services performed in programs wherein special rates are budgeted for positions open to voluntary applications. In such instances, the Administrator shall be compensated at the rate of sixty dollars (\$60.00) per hour.

The Superintendent shall have the right to require administrators to work days beyond the regular work year when necessary and the administrator shall be compensated at the daily rate of his/her yearly salary; one week prior notice shall be required. Administrators may not be required to work during the last two weeks of July or the first week of August for the extra days above the regular work year.

The Special Education Division shall provide the Superintendent of Schools a schedule for summer coverage for those periods after the mandated work year which would provide a listing of two Supervisors per week who would be available for such coverage. This summer schedule shall be provided to the Superintendent not later than April 1st of each year. Supervisors may submit a proposed schedule for consideration by the head of the Special Education Division. Such schedule shall be submitted to the head of the Special Education Division no later than March 15th of each school year. The Superintendent shall notify the Supervisors not later than the end of the school year those weeks that the District would require only one of the two designated Supervisors. In those cases, where only one Supervisor was required for a particular week, the two individual Supervisors would then inform the Superintendent which individual would

work the particular week.

- D. All Directors and Supervisors will work an eight (8) hour and forty (40) minute day, from 8:00 A.M. to 4:40 P.M., inclusive of a forty (40) minute lunch, except for Supervisors assigned to a School Building who shall work the same hours <u>are</u> the Building Administrator assigned to the same building.
- E. As professionals, the administrators shall devote sufficient time to achieve the educational goals and mission of the School District. With respect to hours, this shall mean that the administrators shall report to their assignments at a reasonable time prior to the staff arrival and remain a reasonable time after the staff departure.

The work day for Principals, Vice Principals and Assistant Principals shall be as follows:

Elementary:

7:45 A.M. – 3:55 P.M.

High School:

7:45 A.M. - 4:10 P.M.

Administrators shall insure administrative coverage for school related activities.

Additionally, any additional time provided pursuant to past practice shall be continued.

If the administrators' in-school work hours are increased further, the District shall negotiate the impact on the unit.

F. New administrators shall be required to attend one additional day for orientation in addition to the regular work year.

ARTICLE 26 PAYMENT OF SALARY CHECKS

- A. All members of the bargaining unit shall receive two (2) salary checks every month for twelve months. Such checks are to be received, through direct deposit, by the Administrator by the 1st and the 16th. In the event the 1st or 16th falls on a weekend or a non-school day such check shall be received, through direct deposit, by the Administrator by the last school day prior to such weekend or non-school day.
- B. Salary checks for all employees shall be paid through direct deposit.
- C. All members of the bargaining unit shall receive an annual letter by September 1st of each year advising them of their salary for the upcoming school year.

ARTICLE 27 LONGEVITY

Longevity shall be paid cumulatively as follows:

Upon completion of 16 years of service	\$1000.00
Upon completion of 20 years of service	\$1000.00
Upon completion of 25 years of service	\$1,600.00
Upon completion of 30 years of service	\$1,600.00
Upon completion of 35 years of service	\$2000.00

All ASA members receiving longevity as of August 31, 2010 for completion of 40 years of service and 45 years of service shall continue to receive longevity payments for those years of service until retirement.

ARTICLE 28 POSTING

Notice for all positions under the auspices of the district shall be posted before applications are accepted with the exception of the position of Assistant (Associate) Superintendent or Superintendent.

ARTICLE 29 SABBATICAL LEAVE

A. LEAVE OF ABSENCE FOR STUDY: A leave of absence for the purpose of study may be granted at the discretion of the Superintendent to any administrator who has performed continuous and satisfactory service in the public schools of Jersey City for at least seven (7) years. The nature and scope of the study must be approved by the Superintendent.

An administrator to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

B. LEAVE OF ABSENCE FOR REST AND RECUPERATION: A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the Superintendent to any administrator who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. No administrator may apply for another such leave unless ten (10) years has passed since the previous leave taken. The number of administrators eligible for leave for rest and recuperation shall be limited to two (2) each work year. The School District shall not arbitrarily deny requests under this Article.

An administrator to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

C. COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION: An administrator absent on leave for study or rest and recuperation shall receive, as compensation, one-half (1/2) of his/her monthly salary for each month during the continuance of such leave.

This compensation shall be paid in the same manner at the same time as salaries are paid to other administrators.

- D. LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION: A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Administrators on such leave may request cancellation of such leave at any time and their reinstatement shall be at the sole discretion of the Superintendent.
- E. TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION: Applications for leave of absence for rest and recuperation should be presented to the Superintendent at least three (3) months before the beginning of the desired leave. Applications for leave of absence for study should be presented to the Superintendent at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the administrator shall reimburse the School District in direct proportion to the unfilled time except in case of death or permanent disability. The Superintendent shall report these applications to the School Board at its next meeting.
- F. USE OF LEAVE FOR STUDY OR REST AND RECUPERATION: The Superintendent shall require all administrators to whom leaves of absence are granted for study or rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative

occupation during the continuance of the leave of absence. Tuition grants, scholarships, grants-in-aid, Federal Government grants or stipends, etc., shall not be considered as remuneration. Administrators on leave of absence for study shall present to the Superintendent, at such time as he/she may require, certificates signed by the proper authorities, of the beginning, continuance and completion of the course of study chosen.

For its own protection and the protection of the schools, the School District will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming an administrator, within the purview of the Tenure of Office Act.

ARTICLE 30 TUITION REIMBURSEMENT

Tuition reimbursement for graduate credits at a duly authorized and accredited institution of higher learning shall be paid to a maximum, per course, of one (1) three (3) credit graduate course offered at Rutgers University, if approved by the Superintendent and if a "B" average or better is attained. Funds each year will be available as follows:

2013-2014	\$30,000.
2014-2015	\$30,000.
2015-2016	\$30,000.

Unexpended monies in any one year may be distributed according to the sole discretion of the Superintendent for extra course tuition. Per N.J.S.A. 18A:6-8.5, the following conditions must be met to receive tuition reimbursement from the District:

(1) the school that the employee attends must be a duly authorized institution of higher education as defined by statute (2) the Superintendent must approve the reimbursement prior to the employee's enrollment in the course, and (3) the course the employee seeks reimbursement for relates to his/her current or future job responsibilities

Reimbursement will include summer semester. Biannual reimbursement shall be granted for tuition for state approved programs required for the completion of a standard administrators certificate so long as the employee receives graduate credit for these programs.

ARTICLE 31 HEALTH BENEFITS

The District will provide administrators with a health-care program as detailed in master policies and contract agreed upon by the District and the Association.

Prescription Plan: The prescription plan will have copayments of:

30 Day Supply \$5 generic \$10 brand name \$25 formulary

90 Day Mail Order \$10 generic \$20 brand name \$50 formulary

The District shall maintain the existing level of benefits in the event it changes insurance carriers. The District shall have the right to revert to the School Employees Health Benefit Plan prescription drug card plan in future years if the premium cost to the Jersey City Public School is less than the premium cost of the Medco prescription drug card plan.

Insurance Opt Outs: Should an employee opt out of health insurance coverage (and can document coverage from another source), the Jersey City Public Schools shall pay the employee a sum equal to twenty-five (25%) per cent of the savings in premium costs. If the employee experiences a change in life status, the employee can return to the insurance plan provided by the Jersey City Public Schools on the first day of the month after the employee informs the administration of the change in status. Payments shall be made to the employee in February and August.

Flex Spending Plan: A flexible spending plan will be available.

Optical Plan: A family optical plan will be provided.

Employee Contributions: Employees shall contribute an amount established by P.L. 2011, Chapter 78 towards payment of premium. Should P.L. 2011, Chapter 78 be repealed or sunset during the terms of this Agreement, the Association agrees to meet with the Board and reopen negotiations on the issue of health benefits contributions. The contribution rate will remain at the point that it was when the law was repealed or sunsets until negotiations are finalized. The obligation of employees to contribute towards their medical insurance cost shall be effective upon their employment with the Board.

ARTICLE 32 EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP), if the District elects to maintain such a program, will provide assistance to those employees suffering from alcoholism, other drug abuse and personal problems that affect the workplace. The EAP will identify, assess and refer, on a confidential basis, those employees whose unattended emotional and physical problems may diminish their capacity to perform.

ARTICLE 33 MISCELLANEOUS

The District agrees to pay one-half (1/2) of the costs for the final printing of 500 copies of this contractual agreement in booklet form. The District will prepare the contract form with the Association approving the final draft text prior to actual printing.

ARTICLE 34 SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be affected thereby and shall be null and void and all other terms not affected thereby shall continue in full force and effect.

ARTICLE 35 FULLY-BARGAINED PROVISIONS

The Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues for the term of this Agreement. During the term of this Agreement neither party will be required to negotiate with respect to any such matter.

ARTICLE 36 AGENCY SHOP

Effective in a reasonable prospective manner, this clause shall be implemented.

DURATION

The provisions of this Agreement shall be effective September 1, 2013 through August 31, 2016.

IN WITNESS	THEREOF	, the parties	hereto	have	set	their	hands	and	seals	in	Jersey
City, New Jerse	ey on this	day of		14.							corecy

THE ADMINISTRATORS

1	AND SUPERVISORS ASSOCIATION OF THE JERSEY CITY SCHOOL SYSTEM	
Diane Pistilli		
	THE SCHOOL DISTRICT OF THE CITY OF JERSEY CITY	
Dr. Marcia Lyles		
Luiggi Campana		
Dr. Maryann Dickar		

SALARY GUIDES

Stipends and longevity pay (delineated elsewhere in the contract) are in addition to the above rates.

3. The Board retains the right to determine the initial salary of new hires within these ranges.

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Final (1415)	90,450.00	94,972.50	98,992.50	103,012.50	112,560.00	115,072.50	118,992.00	125,122.50	129,142.50	136,680.00		93,750.00	98,272.50	102,292.50	106,312.50	115,860.00	118,372.50	122,292.00	128,422.50	132,442.50	139,980.00		97,050.00	101,572.50	105,592.50	109,612.50	119,160.00	121,672.50	125,592.00	131,722.50	135,742.50	143,280.00
Contract (13 - 14)	90,000,06	94,500.00	98,500.00	102,500.00	112,000.00	114,500.00	118,400.00	124,500.00	128,500.00	136,000.00		93,300.00	97,800.00	101,800.00	105,800.00	115,300.00	117,800.00	121,700.00	127,800.00	131,800.00	139,300.00		96,600.00	101,100.00	105,100.00	109,100.00	118,600.00	121,100.00	125,000.00	131,100.00	135,100.00	142,600.00
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Contract (13 - 14)	Contract (13 - 14)	90,000,06		98,500.00	112,000.00	118,400.00	124,500.00	128,500.00	136,000.00			93,300.00		101,800.00	115,300.00	121,700.00	127,800.00	131,800.00	139,300.00				96,600.00		105,100.00	115,300.00	125,000.00	131,100.00	135,100.00	142,600.00
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Contract (13 - 14)			Contract (13 - 14)	106,000.00	110,000.00	120,000.00	125,500.00	130,000.00	135,000.00	143,500.00				109,300.00	113,300.00	123,300.00	128,800.00	133,300.00	138,300.00	146,500.00					112,600.00	116,600.00	126,600.00	132,100.00	136,600.00	141,600.00	149,800.00
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Contract (13 - 14)				Contract (13 - 14)	90,000,06	94,500.00	106,000.00	110,000.00	120,000.00	127,000.00	130,000.00	134,000.00	139,900.00		93,300.00	97,800.00	109,300.00	113,300.00	123,300.00	130,300.00	133,300.00	137,300.00	143,200.00		96,600.00	101,100.00	112,600.00	116,600.00	126,600.00
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Contract (13-14)	Contract (13-14)	131,000.00	135,000.00	140,000.00	0.00	148,000.00		134,300.00	138,300.00	143,300.00			151,300.00		137,600.00	141,600.00	146,600.00			154,600.00	160,600.00	120,000.00
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Final (1415)	106,530.00	110,550.00	120,600.00	126,127.50	130,650.00	135,675.00	144,217.50			109,830.00	113,850.00	123,900.00	128,800.00	133,950.00	138,975.00	147,217.50			113,130.00	117,150.00	127,200.00	132,100.00	137,250.00	247 775 00	147.7/2.00
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Contract (13 - 14)	106,000.00	110,000.00	120,000.00	125,500.00	130,000.00	135,000.00	143,500.00			109,300.00	113,300.00	123,300.00	128,800.00	133,300.00	138,300.00	146,500.00			112,600.00	116,600.00	126,600.00	132,100.00	136,600.00	141 600 00	141,000.00
Step C	\$	\$	\$	\$	\$	\$	\$			\$	\$	<>>	\$	S	\$	\$			<>	45	\$	\$	\$	v	3
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Grade	ELPMA	ELPMA	ELPMA	ELPMA	ELPMA	ELPMA	ELPMA	ELPMA		ELP32	ELP32	ELP32	ELP32	ELP32	ELP32	ELP32	ELP32		ELPDR	ELPDR	ELPDR	ELPDR	ELPDR	FIPDR	

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		130,000.00	135,000.00	140,000.00	144,000.00	150,000.00	153,000.00	411 100 00	138,300.00	143 300 00	147 300 00	153 300 00	156 300 00			136,600.00	141,600.00	146,600.00	150,600.00	156,600.00	159,600.00			
MA	MA	\$	ss	\$	⟨√⟩	· v	S	MA +32	n •	· v	· •	• •	· •		Doc.	S	\$	· v >	٠,	*	s			
15-16		A	В	81*	B2*	0	ш	<	ς α	B1*	82*	0	. ш			A	В	81*	B2*	٥	ш			
1 (1415)		125,625.00	132,660.00	136,700.00	138,800.00	145,222.50	150,951.00	128 925 00	135 960 00	140,000.00	142,100.00	148,522.50	154,251.00			132,225.00	139,260.00	143,300.00	145,400.00	151,822.50	157,551.00			
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Step Contract (13-14) Final (1415)		125,000.00	132,000.00			144,500.00	150,200.00	128 300 00	135,300.00			147,800.00	153,500.00			131,600.00	138,600.00		151,100.00	156,800.00				
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	135,000.00	140,000.00	144,000.00	150,000.00	152,500.00	+32	138,300,00	143,300.00	147,300.00	153,300.00	155,800.00			141,600.00	146,600.00	150,600.00	156,600.00	159 100 00	20.004/204
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Contract (13 - 14) Final (1415)	131,655.00	135,675.00	140,700.00	143,000.00	148,740.00		134,955.00	138,975.00	144,000.00		146,300.00	152,040.00		138,255.00	142,275.00	147,300.00		149,600.00	
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tract (13-1	131,000.00 \$	135,000.00	140,000.00	•	148,000.00		134,300.00	138,300.00	143,300.00			151,300.00		137,600.00	141,600.00	146,600.00			
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